

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

STACEY KIRKLAND a/k/a ZOSERA STACEY  
KIRKLAND,

Plaintiff,

- against -

MANATT, PHELPS and PHILLIPS, LLP; and  
KROLL BACKGROUND AMERICA, INC.  
d/b/a INFOLINK SCREENING SERVICES,  
INC.,

Defendants.

08-CV-3371 (DAB) (JCF)

ECF Case

**DECLARATION OF PATRICIA  
SANJUAN IN SUPPORT OF  
DEFENDANT'S MOTION TO  
DISMISS OR STAY THIS ACTION  
AND COMPEL ARBITRATION**

I, PATRICIA SANJUAN, hereby declare and state pursuant to 28 U.S.C. § 1746:

1. I am employed by Defendant Manatt, Phelps and Phillips, LLP ("MP&P"), which provides legal services to clients across the country from its offices in California, New York and Washington, D.C. I make this declaration in support of MP&P's motion to dismiss or stay this action and compel arbitration. I have personal, first-hand knowledge of the facts set forth below and could, if necessary, testify competently thereto.

2. Since at least 2005, I have been responsible for coordinating the recruitment and hiring of attorneys and paralegals in MP&P's New York offices. As a result of these job duties, I am familiar with the papers that an applicant for a paralegal position in MP&P's New York City office must complete, which include a bilateral agreement with MP&P to submit to binding arbitration any disputes with MP&P, except for claims for worker's compensation, unemployment insurance or any matter within the jurisdiction of the California Labor Commissioner.

3. A true and correct copy of the Plaintiff Zosera ("Stacey") Kirkland's signed application for employment with MP&P, dated March 19, 2007, is attached hereto as Exhibit

1 (“Employment Application”). This document is generated, collected and maintained by MP&P in the ordinary course of its business. It states, in part:

In consideration of my employment, I understand and agree that in the event of any issue or dispute arising under or involving any aspect or term of my employment with MP&P or the termination of that employment (except for claims for worker’s compensation, unemployment insurance or any matter within the jurisdiction of the California Labor Commissioner), both MP&P and I agree that the issue shall be submitted to final and binding arbitration, which is explained in more detail in MP&P’s Arbitration Agreement which will be included in the new hire package.

4. Approximately one week after receiving Plaintiff’s application for employment in March 2007, MP&P extended to Plaintiff a written offer of employment as a Litigation Paralegal in its New York City office. A true and correct copy of MP&P’s offer letter, dated March 26, 2007, is attached hereto as Exhibit 2 (“Offer Letter”). The Offer Letter states, in part:

In the event a dispute should arise between us under or in connection with any aspect of this Agreement, including, but not limited to, the performance of or failure to perform any duty or obligation under this Agreement by any Firm partner, employee, or agent, and the validity of this arbitration provision, such dispute shall be resolved by final, binding arbitration in Los Angeles, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The terms and procedures applicable to any such arbitration and to the selection of the arbitrator are set forth on Annex A, which is incorporated herein by reference.

5. The terms and procedures set forth on Annex A to the Offer Letter are the ones incorporated by reference in the arbitration agreement in the Employment Application.

6. At no time did Plaintiff ever communicate to me (or, to my knowledge, anyone else at MP&P) any objection or challenge to any aspect of the Employment Application or the Offer Letter, including the arbitration agreements contained in them.

I declare under penalty of perjury under the laws of the United States of America that the foregoing declaration, consisting of this and two other typed pages, is true and correct.

Executed this 23<sup>rd</sup> day of June 2008 in New York, New York.

  
\_\_\_\_\_  
PATRICIA SANJUAN

# EXHIBIT 1

**MANATT, PHELPS & PHILLIPS, LLP**  
**(MP&P)**

AN EQUAL OPPORTUNITY EMPLOYER

**APPLICATION FOR EMPLOYMENT**

<b>PERSONAL INFORMATION:</b>	
NAME: <u>Kirkland, Zosera Stacey Sue-ton</u> <small>(Last) (First) (Middle)</small>	SOCIAL SECURITY NUMBER: <u>[REDACTED]</u>
PRESENT ADDRESS: <u>156 East 171<sup>st</sup> Street Bronx, New York 10452</u> <small>(Street) (City) (State) (Zip Code) (Home Phone)</small> <u>Apartment 25</u> Area Code: <u>[REDACTED]</u>	
E-mail: <u>25Kirkland@yahoo.com</u>	Alternate Phone: ( )
LIST ALL OTHER NAMES BY WHICH YOU HAVE EVER BEEN KNOWN: <u>Stacey Sue-ton Kirkland ; Zosera-Anastasia M. Ingena</u>	
IF HIRED, WILL YOU NEED MP&P TO SPONSOR YOU FOR A VISA TO WORK IN THE U.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IF HIRED, CAN YOU PROVIDE PROOF OF AUTHORIZATION TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
ARE YOU OVER 18 YEARS OF AGE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
IF UNDER 18 YEARS OF AGE, CAN YOU PROVIDE A WORK PERMIT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
HAVE YOU PREVIOUSLY APPLIED FOR EMPLOYMENT WITH MP&P? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, when and what position?	
HAVE YOU PREVIOUSLY BEEN EMPLOYED BY MP&P? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, when and what position?	
If yes, was termination <input type="checkbox"/> voluntary or <input type="checkbox"/> involuntary?	
LIST ANY RELATIVES OR FRIENDS EMPLOYED BY THE FIRM: <u>N/A</u>	
HAVE YOU EVER BEEN CONVICTED OF A CRIMINAL OFFENSE (FELONY OR MISDEMEANOR) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IF YES, PLEASE EXPLAIN. INCLUDE DATE(S), COURT(S), NATURE OF OFFENSE(S), AND DISPOSITION OF CASE:	
NOTE: (Convictions for marijuana-related offenses that are more than two years old need not be listed) (Do not include convictions while a minor and/or convictions sealed by court order.) An affirmative answer will not necessarily result in disqualification for employment.	

<b>EMPLOYMENT DESIRED:</b>	
INDICATE THE POSITION(S) FOR WHICH YOU ARE APPLYING: <u>Paralegal</u>	INDICATE YOUR AVAILABILITY FOR THE FOLLOWING WORK: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input checked="" type="checkbox"/> 9 a.m. - 5:30 p.m. <input checked="" type="checkbox"/> Other Hours: <u>Flexible</u> <input checked="" type="checkbox"/> Overtime on Short Notice <input checked="" type="checkbox"/> Week-Ends on Short Notice
DATE YOU CAN START? <u>Immediately</u>	IF YOU ARE CURRENTLY EMPLOYED, MAY WE CONTACT YOUR CURRENT EMPLOYER? <u>N/A</u>
WHAT IS YOUR HOURLY RATE/SALARY REQUIREMENT? <u>Negotiable</u>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
HOW WERE YOU REFERRED TO MP&P? (Please "X" the type of referral and, if applicable, specify the name of the newspaper, business, school, or person that referred you to MP&P.)	
<input checked="" type="checkbox"/> Newspaper/Web:	<input type="checkbox"/> MP&P Employee:
<input type="checkbox"/> Agency:	<input type="checkbox"/> Self-initiated
<input type="checkbox"/> School:	<input type="checkbox"/> Other:

MPP0001

EMPLOYMENT HISTORY				LIST THE LAST 7 YEARS OF EMPLOYMENT OR LAST 5 EMPLOYERS; USE ADDITIONAL PAPER IF NECESSARY; PLEASE DO NOT PUT "SEE RESUME"	
FROM: (Month/Year) 8/06	TO: (Month/Year) 1/07	EMPLOYER: Kramer Levin Naffatis & Frankel ADDRESS: NY, NY 10036 1177 Avenue of the Americas PHONE: (212) 715-9100	SUPERVISOR'S NAME: Miriana MacDonald SUPERVISOR'S TITLE: Senior Paralegal SUPERVISOR'S CURRENT PHONE: (212) 715-7633		
YOUR FIRST POSITION:		Paralegal - Litigation (Contract)		YOUR STARTING PAY RATE: \$20/hour + overtime	
YOUR LAST POSITION:		Paralegal - Litigation (Contract)		YOUR ENDING PAY RATE: \$20/hour + overtime	
DESCRIBE YOUR PRIMARY JOB DUTIES: Primarily deposition and trial prep duties. (Please see resume) (Retained by Legal Agency - Update Legal)					
REASON FOR LEAVING: Assignment ended (Trial Delayed) <span style="float: right;">voluntary or involuntary (circle one)</span>					
MAY WE CONTACT THIS EMPLOYER FOR A REFERENCE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If no, please explain:					
FROM: (Month/Year) 12/04	TO: (Month/Year) 7/06	EMPLOYER: MetLife ADDRESS: 8701 Queens Plaza North Long Island City, NY 11101 PHONE: ( )	SUPERVISOR'S NAME: Lee Brays, Esq. SUPERVISOR'S TITLE: Asst. General Counsel SUPERVISOR'S CURRENT PHONE: (212) 578-1143		
YOUR FIRST POSITION:		Paralegal - Litigation (Contract)		YOUR STARTING PAY RATE: \$23/hour + overtime	
YOUR LAST POSITION:		Paralegal - Litigation (Contract)		YOUR ENDING PAY RATE: \$28/hour	
DESCRIBE YOUR PRIMARY JOB DUTIES: Responded to discovery requests, subpoenas, and governmental inquiries. (Please see resume) (Retained by Legal Agency - Peak Organization)					
REASON FOR LEAVING: Death in my family <span style="float: right;">voluntary or involuntary (circle one)</span>					
MAY WE CONTACT THIS EMPLOYER FOR A REFERENCE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If no, please explain:					
FROM: (Month/Year) 8/04	TO: (Month/Year) 10/04	EMPLOYER: Bingham McCutchen ADDRESS: 399 Park Avenue New York, NY 10022 PHONE: (212) 705-7000	SUPERVISOR'S NAME: Theresa Braun SUPERVISOR'S TITLE: Litigation Support Manager SUPERVISOR'S CURRENT PHONE: ( )		
YOUR FIRST POSITION:		Paralegal - Litigation (Contract)		YOUR STARTING PAY RATE: \$22/hr	
YOUR LAST POSITION:		Paralegal - Litigation (Contract)		YOUR ENDING PAY RATE: \$22/hr	
DESCRIBE YOUR PRIMARY JOB DUTIES: Updated Concordance Database; Hyperlinked Documents; Downloaded Deposition Video Files (Retained by Update Legal)					
REASON FOR LEAVING: Assignment ended (Short-Term Assignment) <span style="float: right;">voluntary or involuntary (circle one)</span>					
MAY WE CONTACT THIS EMPLOYER FOR A REFERENCE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If no, please explain:					

MPP0002



FROM: (Month/Year) 5/04	TO: (Month/Year) 7/04	EMPLOYER: Epstein Becker & Green ADDRESS: 250 Park Avenue New York, NY 10177 PHONE: ( ) 212-351-4500	SUPERVISOR'S NAME:  SUPERVISOR'S TITLE:  SUPERVISOR'S CURRENT PHONE: ( )
YOUR FIRST POSITION: Paralegal - Litigation (Contract)		YOUR STARTING PAY RATE: \$20/hour	
YOUR LAST POSITION: Paralegal - Litigation (Contract)		YOUR ENDING PAY RATE: \$20/hour	
DESCRIBE YOUR PRIMARY JOB DUTIES: Primarily trial preparation duties, including coding and indexing of documents. (Retained by Update Legal)			
REASON FOR LEAVING: Assignment Ended (Short-Term Assignment) voluntary or involuntary (circle one)			
MAY WE CONTACT THIS EMPLOYER FOR A REFERENCE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If no, please explain:			
FROM: (Month/Year) 10/02	TO: (Month/Year) 5/03	EMPLOYER: Simpson Thacher & Bartlett ADDRESS: 445 Lexington Avenue New York, NY 10017 PHONE: ( ) 212-455-2000	SUPERVISOR'S NAME: John Baldwin, Esq. SUPERVISOR'S TITLE: Contract Attorney SUPERVISOR'S CURRENT PHONE: (646) 678-2552
YOUR FIRST POSITION: Paralegal - Litigation (Contract)		YOUR STARTING PAY RATE: \$18/hour + overtime	
YOUR LAST POSITION: Paralegal - Litigation (Contract)		YOUR ENDING PAY RATE: \$18/hour + overtime	
DESCRIBE YOUR PRIMARY JOB DUTIES: Primarily trial preparation duties, including document review, witness pulls for depositions, and managing case files (Retained by Update Legal)			
REASON FOR LEAVING: Assignment Ended (Case was Arbitrated) voluntary or involuntary (circle one)			
MAY WE CONTACT THIS EMPLOYER FOR A REFERENCE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If no, please explain:			

UNEMPLOYMENT PLEASE ACCOUNT FOR ALL PERIODS OF UNEMPLOYMENT WITHIN THE LAST SEVEN (7) YEARS			
Description	FROM	TO	Reason
Mother's terminal illness and death; Political Science doctoral study at New School for Social Research.	6/03	4/04	

MILITARY SERVICE LIST ANY SPECIAL SKILLS OR ABILITIES AS THE RESULT OF SERVICE IN THE MILITARY
Please describe: N/A

MPP0003

EDUCATION AND TRAINING					
SCHOOL	EXACT NAME, CITY AND STATE OF EACH SCHOOL ATTENDED	GRADUATED		NO. OF YEARS COMPLETED	DIPLOMA, DEGREE, OR TYPE OF COURSE
		YES	NO		
High School	St. Paul's School - Concord, NH	✓		4	H.S. Diploma
College	University of Pennsylvania - Philadelphia, PA	✓		4	B.A. Economics
Graduate School	New School for Social Research (New School University) NY, NY	✓		9	M.A. Political Science
Trade or Business School					Historical Studies
Other Job-Related Training	New York University NY, NY		✓	1	Project Management; Organizational
Other Job-Related Experience, Skills, Qualifications, or Activities (including relevant skills acquired during U.S. military service): Executive Coaching					
Computer Skills (list programs you are proficient on and/or certifications): (For Additional Programs, Please see Resume) Microsoft Office Suite; Concordance; iManage; LiveNote; Westlaw					

PROFESSIONAL, LICENSED OR CERTIFIED POSITION	
NAME OF LICENSE/CERTIFICATION	ISSUING STATE /NUMBER
N/A	
Has your license/certification every been revoked or suspended: YES <input type="radio"/> NO <input checked="" type="radio"/>	
If yes, explain:	

REFERENCES PROVIDE THREE REFERENCES. DO NOT INCLUDE RELATIVES OR FORMER SUPERVISORS LISTED ABOVE.			
NAME/ADDRESS	RELATIONSHIP	PHONE	YEARS ACQUAINTED
Hugh Geoffrey	Co-Worker at MetLife	(212) 314-5386	2+ years
Grisel Infante	Co-Worker at MetLife	(212) 578-3889	2+ years
Siohan Brooks	Fellow Doctoral Student at the New School	(805) 722-2832	5+ years

MPP0004



## DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION

In connection with my employment with YOUR COMPANY NAME, I understand that prior to or at any time after my employment commences a Consumer Report may be requested for employment purposes from InfoLink Screening Services, Inc. (herein: "InfoLink") from public records including; but not limited to, Social Security number, motor vehicle operation history, workers' compensation information and criminal history to the extent permitted by law from various local, state, and federal agencies. Further, I understand that an Experian Employment Insight Report, Trans Union Pre-Employment Evaluation Report or Equifax Credit Report for Employment may be requested. Finally, I understand that an Investigative Consumer Report may be requested and, as required under §603(a)(1) of the federal Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 et seq., I understand that this Report will include information as to my character, general reputation, personal characteristics, mode of living, work habits, performance, experience, along with reasons for termination of past employment, whichever are applicable, obtained through personal interviews with associates who have knowledge concerning such items of information.

I VOLUNTARILY AND KNOWINGLY AUTHORIZE ANY PRESENT OR PAST EMPLOYER OR SUPERVISOR, COLLEGE OR UNIVERSITY OR OTHER INSTITUTION OF LEARNING, ADMINISTRATOR, LAW ENFORCEMENT AGENCY, STATE AGENCY, LOCAL AGENCY, FEDERAL AGENCY, CREDIT BUREAU, COLLECTION AGENCY, PRIVATE BUSINESS, MILITARY BRANCH OR THE NATIONAL PERSONNEL RECORDS CENTER, PERSONAL REFERENCE, AND/OR OTHER PERSONS TO GIVE RECORDS OR INFORMATION THEY MAY HAVE CONCERNING MY CRIMINAL HISTORY, MOTOR VEHICLE HISTORY, SOCIAL SECURITY NUMBER, EARNINGS HISTORY, CHARACTER, AND EMPLOYMENT (INCLUDING REASONS FOR TERMINATION), CREDIT HISTORY, CREDIT CAPACITY, OR CREDIT STANDING OR ANY OTHER INFORMATION REQUESTED BY INFOLINK DEEMED PERTINENT TO MY EMPLOYMENT.

In accordance with the Fair Credit Reporting Act, the California Consumers Investigative and Credit Reporting Agencies Acts, and the Federal Trade Commission staff opinions, I understand that I have the right to request a complete and accurate disclosure of the nature and scope of the investigation requested. Further, I am entitled to know if employment is denied because of information obtained by my prospective employer from a Reporting Agency. If so, I will be so advised in writing and be given the name, address and toll free number of the agency, a statement that the action was based in whole or in part on information contained in the Report, and written notice that I have the right (i) if I request, to obtain within sixty days a free copy of the Report from the Reporting Agency (under no circumstances shall such cost exceed the actual costs of duplication), and from any other Consumer Reporting Agency which compiles and maintains files on consumers on a nationwide basis; and, (ii) to dispute the accuracy or completeness of any information in a consumer report furnished by the Reporting Agency. I understand that upon my request with reasonable notice and after furnishing proper identification, InfoLink's trained personnel will provide me with investigative information in my file during normal business hours in person or upon written request, by certified mail to a specified addressee, or telephone as permitted by law. Further, I understand that I should I wish to review my file in person; I am permitted to be accompanied by one other person of my choosing who shall furnish reasonable identification.

I understand that InfoLink is a Consumer Reporting Agency and it is InfoLink's policy to not be involved in or make hiring decisions or recommendations; however InfoLink will provide a written explanation of any coded information contained in my file. InfoLink's privacy policy limits the information it provides to the Subscriber named herein, however I hereby authorize the Subscriber to share such information with parties in interest who have a "need to know" such information to protect them and their employees. Such information may include names and dates of other Subscriber inquiries to InfoLink. InfoLink does not sell or otherwise provide any of the information found in its background investigations to any other party.

I understand that any Consumer Report or Investigative Consumer Report requested will be used strictly for employment purposes as defined under §603(h) and authorized under §604(a)(3)(B) of the Fair Credit Reporting Act, as a report to be used for the purpose of evaluation for employment, promotion, reassignment or retention as an employee. I further understand that request for workers' compensation information shall be after a conditional job offer is made and may include "any and all" injuries pursuant to state law and in compliance with the Federal Americans with Disabilities Act. In addition, any offer of employment, promotion, or reassignment will be conditional upon the receipt of satisfactory information as required and that to be considered for employment, promotion, or reassignment, I must authorize the procurement of such Report(s). A photographic or faxed copy of this form shall be as valid as the original.

The following must be filled out completely and signed for your application to be considered

(Please Print)

LAST NAME Kirkland FIRST NAME Zosma Steacy MIDDLE NAME/INITIAL J.  
 HOME ADDRESS 156 East 17th Street  
 CITY Bonax COUNTY \_\_\_\_\_ STATE NY ZIP 10452  
 SOCIAL SECURITY NUMBER \_\_\_\_\_ DRIVER'S LICENSE NUMBER \_\_\_\_\_ STATE \_\_\_\_\_  
 FOR IDENTIFICATION PURPOSES, PLEASE PROVIDE: MONTH OF BIRTH \_\_\_\_\_ (Jan-Dec) DAY OF MONTH BORN \_\_\_\_\_ (1-31)  
 HAVE YOU USED ANY NAMES OR SOCIAL SECURITY NUMBERS OTHER THAN ABOVE? ☒ Yes ☐ No  
 Please List Other Names Used Steacy J. Kirkland Please List Other SS Number Used N/A  
Zosma A. M. Truena  
 TODAY'S DATE 3/19/07

Signature Authorizing the Procurement of the Consumer Report under Investigative Consumer Report

I understand that in California, Minnesota, or Oklahoma, if a Consumer Report/Investigative Consumer Report (including any Credit Report) was requested, I may order a copy of such report and it will be mailed to me immediately: ☐ Yes, please send me a copy of my Report



9201 Oakdale Avenue, Suite 100, Chatsworth, CA 91311-6520  
 PHN: (818) 880-4IRE • (800) 880-4IRE • FAX: (818) 708-2345

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 (Company ID: COMPID)

MPP0005

**APPLICANT'S STATEMENT**  
(Initial Each Paragraph as Read)

✓ 1. **Authorization To Check References.** I hereby certify that the information contained in this application form is true and correct to the best of my knowledge and I agree to have any of the statements checked by MP&P, unless I have indicated to the contrary. I authorize the schools, companies, and organizations' supervisors and references listed to provide MP&P with any and all relevant information or knowledge that they may have and may be permitted by law to give MP&P. Further, I hereby release MP&P, my former employers and all other persons from any and all claims, demands, or liabilities that may result from such inquiry or disclosure of information to MP&P, as well as from the use or disclosure of such information on this application, which may result in my failure to receive an offer or, if I am hired, in my termination of employment.

✓ 2. **Background Check/Credit Reports.** I understand that I will be asked to complete a notification and authorization to complete a background check and understand that if I am denied employment based upon the information contained in such credit report, I will be provided with the name, address, and telephone number of the consumer reporting agency, a copy of the report, and an explanation of my rights concerning it.

✓ 3. **At-Will Employment.** In consideration of my employment, I agree to conform to the policies, rules and standards of MP&P and agree that my employment and compensation can be terminated at will, with or without cause, and with or without notice, at any time, by either myself or MP&P. I understand that no employee or representative of MP&P other than the Managing Partner of the firm has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing. Further, the Managing Partner of the firm may not alter the at-will nature of the employment relationship unless he/she expresses a clear intent to do so in a specific written agreement signed by both the Managing Partner and myself. I also understand that all offers of employment are conditioned on the provision of satisfactory proof of my identity and legal authority to work in the U.S.

✓ 4. **Validity of Information.** I understand that any false or misleading information given in my application or interview, and/or material omissions of information may constitute grounds for revocation of offer, refusal to hire or termination of my employment at any time.

✓ 5. **Binding Arbitration.** In consideration of my employment, I understand and agree that in the event of any issue or dispute arising under or involving any aspect or term of my employment with MP&P or the termination of that employment (except for claims for worker's compensation, unemployment insurance, any matter within the jurisdiction of the California Labor Commissioner), both MP&P and I agree that the issue shall be submitted to final and binding arbitration, which is explained in more detail in MP&P's Arbitration Agreement which will be included in the new hire package.

By placing my signature below, I certify that I have read, understand, and agree to the above.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

3/19/07  
\_\_\_\_\_  
DATE SIGNED

10/02

MPP0006

# EXHIBIT 2

**manatt**  
manatt | phelps | phillips

William T. Quicksilver  
Chief Executive and Managing Partner  
Manatt, Phelps & Phillips, LLP  
Direct Dial: (310) 312-4210  
E-mail: wquicksilver@manatt.com

March 26, 2007

**PERSONAL AND CONFIDENTIAL**

Zosera Stacey Kirkland  
156 East 171st Street, Apt. 2J  
Bronx, NY 10452

**Re: Employment with Manatt**

Dear Zosera:

We are pleased to confirm our offer to you to join Manatt, Phelps & Phillips, LLP (the "Firm") as a Litigation Paralegal in our New York City office. This offer is contingent upon your providing acceptable documentation substantiating your right to work in the United States and clearing our conflicts process. This offer is also contingent upon our receiving a satisfactory response to a complete background investigation which includes, but is not limited to, criminal history search, social security trace, motor vehicle report, and such other checks which the position applied for requires.

Your base compensation will be at the annual rate of \$50,000 ("Base Compensation"), payable in accordance with Firm's normal semi-monthly payroll schedule, net of applicable payroll taxes. For income tax purposes, you will be compensated as an employee of the Firm, and you will be a non-exempt employee.

We are a merit-based Firm regardless of status. Accordingly, in addition to your Base Compensation you may be eligible to receive a bonus for 2007 and each subsequent calendar year you are employed with the Firm. Bonus compensation will be reported on your Form W-2 for the year the bonus is actually paid, rather than the year to which the bonus relates. Your bonus compensation will be determined in the sole discretion of the Firm's Compensation Committee with reference to all factors used by it in determining the total compensation of Firm employees.

You will be eligible to participate in the Firm's employee benefit plans, subject to the terms, conditions and limitations of those plans. Our current benefits package has been sent to you under separate cover and is modified from time to time, primarily in response to the availability and pricing of various plans and options.

Please note that employment with the Firm is at the mutual consent of each employee and the Firm. Accordingly, while the Firm has every hope that employment relationships will be mutually beneficial and rewarding, each of the employee and the Firm retains the right to terminate the employment relationship at will, at any time, with or without cause or notice.

11355 West Olympic Boulevard, Los Angeles, California 90064-1614 Telephone: 310.312.4000 Fax: 310.312.4224  
Albany | Los Angeles | New York | Orange County | Palo Alto | Sacramento | Washington, D.C.

MPP0007




Zosera Kirkland  
March 26, 2007  
Page 2

In the event a dispute should arise between us under or in connection with any aspect of this Agreement, including, but not limited to, the performance of or failure to perform any duty or obligation under this Agreement by any Firm partner, employee, or agent, and the validity of this arbitration provision, such dispute shall be resolved by final, binding arbitration in Los Angeles, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The terms and procedures applicable to any such arbitration and to the selection of the arbitrator are set forth on Annex A, which is incorporated herein by this reference.

If you have any questions, please feel free to contact Diana Iketani, our Chief Recruiting Officer, at 310-312-4356, or Patricia Sanjuan at 212-830-7185.

In the meantime, we request that you acknowledge acceptance of this offer by signing one of the two enclosed copies and returning the signed copy to Patricia Sanjuan in our New York City office.

Sincerely,

  
William T. Quicksilver

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Zosera Kirkland

MPP0008



Zosera Kirkland  
March 26, 2007  
Page 3

#### ANNEX A- ARBITRATION TERMS AND PROCEDURES

Arbitration shall be commenced by the service of a demand upon the other party or parties, which shall set forth the matters to be arbitrated. The notice shall be sent to the other party by certified or registered mail, return receipt requested, within the statute of limitations period provided by applicable local, state or federal law. Any claim that is not initiated as described by this paragraph within the applicable statute of limitations period shall be barred.

Both parties agree that, except as provided in this Agreement, any arbitration shall be in accordance with and under the auspices and employment rules of the American Arbitration Association ("AAA"), if AAA ceases to exist then in accordance with and under the auspices and employment rules of JAMS (hereinafter the "Arbitration Service"); provided however, that, in the event of any inconsistency between the rules and procedures of the Arbitration Service and the terms of this Agreement, the terms of this Agreement shall prevail.

The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree on a neutral arbitrator, you first, and then the Firm, will alternately strike names from a list provided by the Arbitration Service until only one name remains. The arbitrator selected shall be experienced in serving as an arbitrator in disputes between employers and employees. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, performance, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitrator shall have no authority to add to or to modify this Agreement. All rights, causes of action, remedies and defenses available under applicable law are available to the parties hereto, and shall be applicable as though in a court of law, including the right to file a motion for summary judgment. The arbitrator shall apply the applicable statute of limitations to any claim, taking into account compliance with the notice requirement of this Agreement as described above. The parties shall be entitled to reasonable discovery subject to the discretion of the arbitrator. The arbitrator shall issue a written opinion and award, which shall be signed and dated. The arbitrator shall be permitted to award only those remedies that are available under applicable law. The arbitrator's decision regarding the claims shall be final and binding upon the parties. The arbitrator's award shall be enforceable in any court having jurisdiction thereof. All communications relating to the subject matter of a pending arbitration between the partnership and its counsel shall be privileged and confidential even if you are still a current employee with the Firm, and you shall have no right of access to such communication.

You understand that, by this Agreement, you are waiving your right to have a claim adjudicated by a court or jury. Any party may be represented by an attorney or other representative selected by the party, at his/her own cost.





Zosera Kirkland  
March 26, 2007  
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We agree that the party commencing the arbitration will be required to pay an arbitration fee to initiate the arbitration equal to what they would be charged as a first appearance fee in court. The Firm shall advance the remaining fees and costs of the arbitrator. However, to the extent permissible under the law, and following the arbitrator's ruling on the matter, the arbitrator may rule that the arbitrator's fees and costs be distributed in an alternative manner. Notwithstanding the foregoing, each party shall pay its own costs (including any expenses or costs associated with any witnesses) and attorneys' fees, if any. If, however, any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for attorneys' fees, the arbitrator may award reasonable fees to the prevailing party.

Each party to the arbitration and such party's attorneys shall hold in confidence, and shall not disclose to any other person, except as necessary for the implementation or enforcement of an award or as required by law, the amount and other provisions of any arbitration award.

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